



**BOATMEN'S[®]
FIRST NATIONAL BANK
OF KANSAS CITY**

April 18, 1990

16850
RECORDATION NO. FILED 1423

APR 26 1990 - 11 05 AM
INTERSTATE COMMERCE COMMISSION

10th and Baltimore
P O Box 419038
Kansas City, Missouri 64183
816 221-2800

0-116A005

Ms. Mildred Lee, Secretary
Interstate Commerce Commission
12th and Constitution N. W.
Room 2303
Washington, D. C. 20423

Dear Ms. Lee

We have enclosed an original and one copy of the documents described below, to be recorded pursuant to Section 11303 of Title 49 of the U. S. Code:

One Promissory Note dated November 1, 1989 in the amount of \$70,000.00

One Collateral Security Agreement dated November 1, 1989.

The names and addresses of the parties to the documents are as follows:

MORTGAGOR
Rail Dome Corporation
5732 Windsor
Fairway, Kansas 66205

MORTGAGEE
Boatmen's First National Bank of Kansas City
14 West 10th Street
Kansas City, Missouri 64105

A description of the equipment covered by the documents follows:

All equipment now owned or hereafter acquired by debtor, wherever located, and all accessions thereto and all products and proceeds thereof (1) 1952 Budd Domed Passenger Rail Car Silver Garden ID #ATK800287; (1) 1949 Budd Domed Passenger Rail Car Silver Castle ID #9400

A fee of \$15.00 is enclosed. Please return the original documents and any extra copies not needed by the Commission for recordation to me in the envelope provided.

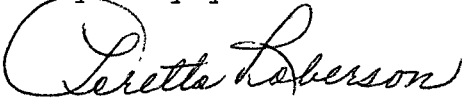
BOATMEN'S FIRST NATIONAL BANK OF KANSAS CITY

A short summary of the documents to appear in the Index follows:

One Promissory Note and Collateral Security Agreement dated November 1, 1989 in the amount of \$70,000.00 between Rail Dome Corporation, Mortgagor and Boatmen's First National Bank of Kansas City, Mortgagee and covering One 1952 Budd Domed Passenger Rail Car Silver Garden ID #ATK800287 and One 1949 Budd Domed Passenger Rail Car Silver Castle ID #9400.

Please provide us with the necessary releasing instructions for our future use.

Very truly yours

A handwritten signature in cursive script, reading "Loretta Roberson". The signature is written in dark ink and is positioned above the printed name and title.

Loretta M. Roberson
Collateral Coordinator

LMR:ldi

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

5/4/90

OFFICE OF THE SECRETARY

Loretta M. Roberson
Boatmen's First National Bank
Of Kansas City
10th & Baltimore
P.O.Box 419038
Kansas City Missouri 64183

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 4/26/90 at 11:05^{am} and assigned recordation number(s). 16850

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)



**BOATMEN'S®
FIRST NATIONAL BANK
OF KANSAS CITY**

10th and Baltimore
P O Box 419038
Kansas City, Missouri 64183
816 221-2800

May 14, 1990

Ms. Mildred Lee, Secretary
Interstate Commerce Commission
12th and Constitution N.W.
Room 2303
Washington, D.C. 20423

Dear Ms. Lee:

Per our telephone conversation today, please return the original documents to us and retain the enclosed notarized copies for your files.

Thank you.

Very truly yours,

Loretta Roberson
Collateral Coordinator

LR:sw

Enclosures



BOATMEN'S®
FIRST NATIONAL BANK
OF KANSAS CITY

COLLATERAL SECURITY AGREEMENT

Kansas City, MO, November 1, 1989

RECORDED IN 16850
FILED 1400
APR 26 1990 - 11 05 AM
INTERSTATE COMMERCE COMMISSION

To secure payment of the note dated November 1, 1989 and all renewals, and extensions thereof (the "Note"), I assign, pledge, and deliver to Boatmen's First National Bank of Kansas City ("Boatmen's") and give Boatmen's a security interest under the Missouri Uniform Commercial Code in the following property and all the products thereof and accessions and additions thereto ("the Collateral")

All equipment now owned or hereafter acquired by debtor, wherever located, and all accessions thereto and all products and proceeds thereof.

(1) 1952 Budd Domed Passenger Rail Car Silver Garden ID #ATK800287

(1) 1949 Budd Domed Passenger Rail Car Silver Castle ID #9400

I also assign to Boatmen's, and give Boatmen's a security interest under the Missouri Uniform Commercial Code in, all interest, dividend, or other income, and all proceeds, from the Collateral. I warrant that I am the owner of all the Collateral (excluding items which are given as part of the Collateral with written consent of the owner filed with Boatmen's), that the Collateral is free of any lien, encumbrance, or security interest, and that I will defend the Collateral against the claims and demands of all persons, whenever made.

I agree as follows:

1. If, in Boatmen's reasonable opinion, the Collateral becomes insufficient to secure payment of the Note, Boatmen's may require me to assign, pledge, and deliver to Boatmen's, and to give Boatmen's a security interest under the Missouri Uniform Commercial Code in, additional property as part of the Collateral within 24 hours. The additional property must be satisfactory to Boatmen's.

2. I will keep the tangible Collateral (if any) insured against damage for its full insurable value. If such Collateral includes a motor vehicle, I will keep fire, theft, or comprehensive and collision insurance satisfactory to Boatmen's. Each insurance policy will state that the proceeds are payable to Boatmen's as its interest appears. Boatmen's may use the proceeds to reduce the outstanding balance on the Note. If I do not keep such Collateral insured as required, Boatmen's may obtain the insurance at my expense. Any sums paid by Boatmen's for this insurance may be added to the outstanding balance of the Note and will bear interest at the same rate provided in the Note. If any insurance policy covering any of such Collateral is cancelled, Boatmen's may collect any return premiums and use them to reduce the outstanding balance of the Note.

3. I will keep tangible Collateral (if any) in good repair. I will also pay all taxes assessed on the Collateral. If I do not do these things, Boatmen's may do so and may add all its costs for doing so to the outstanding balance of the Note, which will bear interest at the same rate provided in the Note.

4. I will not allow the tangible Collateral to become a part of or affixed to any real or personal property without first making arrangements satisfactory to Boatmen's to protect its security interest.

5. I will be in default if any of the following events occur:

- A. I fail to make any payment of principal or interest required by the Note in full when it becomes due.
- B. I fail to pay any other obligation of mine to Boatmen's in full when it becomes due.
- C. I fail to give additional property as part of the Collateral within 24 hours after it is requested by Boatmen's.
- D. I fail to pay any obligation to any person or entity other than Boatmen's in full when it becomes due.
- E. I or any other person who has signed the Note as maker, surety, endorser, or guarantor dies, or any corporation which has signed the Note in any capacity is dissolved.
- F. A lien, encumbrance, or security interest other than in favor of Boatmen's is imposed on the Collateral.
- G. I dispose or attempt to dispose of any of the Collateral without Boatmen's prior consent.
- H. I make an assignment for the benefit of my creditors, I cease to operate my business or I file or have filed against me a petition for relief under the Federal Bankruptcy Code or any other law pertaining to the relief of debtors.
- I. Any of the Collateral is sold, lost, damaged or destroyed.
- J. I fail to do anything that I have agreed to do in this agreement.

6. If I am in default, Boatmen's may treat all property of mine in Boatmen's possession as part of the Collateral to secure payment of the Note. Unless prohibited by law, if I am in default Boatmen's may (after compliance with applicable law, but no sooner than as permitted by applicable law) declare the Note to be immediately due and payable in full, and Boatmen's will have and may exercise all the rights of a secured party under the Missouri Uniform Commercial Code against any or all of the Collateral. If Boatmen's so requires, I will assemble the Collateral and make it available to Boatmen's at a place to be designated by Boatmen's which is reasonably convenient to both parties.

7. Boatmen's may hypothecate, or give others a security interest in, the Note and Boatmen's rights in all the property which is part of the Collateral under this Agreement. If any of the property which is part of the Collateral is a security, Boatmen's may transfer the security into its name or the name of its nominee for so long as the security remains part of the Collateral. The corporation which has issued any security which is part of the Collateral has the authority to make the transfer into Boatmen's name or the name of Boatmen's nominee.

8. With Boatmen's consent, I can substitute other property for any property which is part of the Collateral. Any substitution of Collateral by me will not affect Boatmen's rights against any endorser, guarantor, or surety on the Note. Neither will it affect Boatmen's right to collect on the Note. Boatmen's will have the same rights in the property that I substitute as part of the Collateral that it has in the property originally given as Collateral under this Agreement.

9. Boatmen's may assign or transfer the Note and Boatmen's rights under this Agreement, and may deliver all the property which is part of the Collateral and in its possession to the assignee or transferee. All Boatmen's rights under this Agreement are enforceable by its assignees, transferees, and successors.

10. This Agreement will be enforceable against my successors, transferees, assignees, heirs, beneficiaries, and personal representatives.

11. A letter mailed or a telegram sent to me at my address shown by my signature below, whether received by me or not, will be sufficient notice or demand as to anything for which a notice or demand is required. Whenever applicable provisions of the Missouri Uniform Commercial Code require that notice be reasonable, ten (10) days notice will be deemed reasonable.

12. I agree that all property of mine that secures a liability or obligation of mine to Boatmen's also secures all of my other liabilities and obligations to Boatmen's, if any, regardless when the other liabilities and obligations arise and regardless of the nature of those liabilities and obligations.

13. ~~No waiver by Boatmen's of any default will be effective unless it is in writing, and no such waiver will operate as a waiver of any other default or of the same default at a future time.~~

14. This agreement shall be governed by and construed under the laws of the State of Missouri, including the version of the Uniform Commercial Code adopted in Missouri.

Rail Dome Corporation

Address _____

By: Thomas L. Johnson
Thomas L. Johnson, President

DEBORAH L. HOLMAN
Notary Public - State of Missouri
Commissioned in Jackson County
My Commission Expires November 24, 1991

Signed January 11, 1990
State of Missouri)
County of Jackson)

This document has been compared with the original and I have found the copy to be complete and identical in all respect to the original document.
MY COMMISSION EXPIRES: 11-24-91

CORPORATION ACKNOWLEDGEMENT

STATE OF Missouri }
COUNTY OF Jackson } ss

On this 11th day of January 1990, before me, the undersigned, Thomas L Johns appeared to me personally known, who being by me duly sworn, did say that he is the President of Rail Dome Corporation a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said President acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Kansas City, Missouri, the day and year last above written
My commission expires 11-24-91

Deborah E Holman
Notary Public in and for said County and State

DEBORAH E HOLMAN
Notary Public - State of Missouri
Commissioned in Jackson County
My Commission Expires November 24, 1991

\$70,000.00

Rail Dome Corporation

8022135-0001

**BOATMEN'S®**

RECORDATION NO. _____ FILED 1425

PROMISSORY NOTE SECURED

APR 26 1990 - 11 05 AM

INTERSTATE COMMERCE COMMISSION

Boatmen's First National Bank of Kansas City

November 1, 19 89

BANK

FOR VALUE RECEIVED, the undersigned, Rail Dome Corporation

(the "Maker"), hereby promises to pay to the order of
Boatmen's First National Bank of Kansas City, Kansas City, MO (the "Bank") on demand or on 11-1-90
the principal sum of the lesser of (i) Seventy Thousand and no/100
Dollars (70,000.00) or (ii) the unpaid principal amount
of all advances made by the Bank together with interest on all principal amounts outstanding hereunder from time to time at the per
annum rate of ** % Interest shall be computed on the basis of a 360 day year

Interest shall be due and payable on the first day of each month commencing with December 1
19 89, and continuing on the same day of every month thereafter and at maturity

If any amount is not paid when due the same shall thereafter bear interest until paid at the maximum rate permitted by law, or
if the rate is unlimited, at the rate hereinbefore specified, plus 3% per annum or if no rate is specified at the rate of 18% per annum
until paid, said interest to be compounded annually and computed on the basis of a 360 day year

All advances made by the Bank and all payments made on account of principal and interest shall be endorsed on the grid on
the reversed side hereof which is part of this Promissory Note This Promissory Note is subject to prepayment in whole or in part without
penalty All payments of both principal and interest are to be made at the office of the Bank in Kansas City, MO,
in lawful money of the United States of America

Notwithstanding the face amount of this Promissory Note or any term or provision hereof or any written or oral statement made
by a representative of the Bank to the Maker, the Bank is under no binding agreement to advance any funds to the Maker Any advances
made by the Bank to the Maker shall be at the sole discretion of the Bank

This Promissory Note is secured by Security Agreement(s) dated November 1, 19 89, between
the undersigned and Bank

The undersigned and all endorsers, sureties, guarantors and all other persons liable or who may become liable hereon hereby
severally waive demand, presentment, notice of dishonor or nonpayment, and assent to each and any extension or postponement
of the time of payment at or after maturity, or any other indulgence

** 1% over the Boatmen's First National Bank of Kansas City Corporate Base Rate, adjusted daily

Rail Dome Corporation

By

Thomas L. Johnson, PRES.
MAKER

January 11, 1990
State of Missouri)
County of Jackson)

This document has been compared with the original and I have found the copy
to be complete and identical in all respect to the original document.

MY COMMISSION EXPIRES

11-24-91

Deborah L. Holman
Notary Public

DEBORAH L. HOLMAN
Notary Public - State of Missouri
Commissioned in Jackson County
My Commission Expires November 24, 1991